

 el concorde construction	STANDARD OPERATING FORM	FORM NO.	SOF_PRC-01-07
	<u>PURCHASE CONTRACT</u>	VERSION NO.	00
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No. JO/WA.MEP/02/2014 Rev.01

Date: Tuesday May 13th, 2014

PROJECT NAME : Design, Construction and Operation of Upgrades to Wastewater Treatment Plants at Wadi Arab & Central Irbid (Tender No.12/2012)
EMPLOYER NAME : (WAJ) Water Authority of Jordan
PROJECT LOCATION : Irbid- JORDAN
CONTRACTOR : El Concorde Construction Ltd

PARTIES OF THE PURCHASE CONTRACT

<u>FIRST PARTY (PURCHASER)</u> El Concorde Construction Ltd. Jebel El Hussein, Firas Circle, Firoza Bldg. P.O. Box 926638, Amman 11190 – Jordan Tel. : +962-6-4610560 Fax : +962-6-4610561 Email: Ramzi.abedrabbo@elconcorde.com	<u>SECOND PARTY (SUPPLIER)</u> Shanxi Solid Industrial Co.,Ltd. 151,Bud.B, Dingyuan times center, YingZeNanJie, Taiyuan, Shanxi, China Tel. : +86 351 8390369 Fax : +86 351 8390339 Email: sales@cnsolid.com
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WHEREAS the "Purchaser" is executing the above Project, where part of which is the Supply, Factory Testing and Delivery (FOB Xingang port - China) of (Scope of Supply – As per Annex-01), complete with accessories, including Test Certificates. And whereas, the Purchaser is desirous to place order for this portion to the Supplier, to provide materials and / or services as detailed in (Annex-01) Scope of Supply. Therefore the Purchaser and Supplier agree to enter into this Contract and consider it and any Addenda agreed by the two parties to be binding on both of them according to the following conditions.

<u>PURCHASER</u> El Concorde Construction Ltd. NAME: Ramzi Abedrabbo VP Commercial DATE: Tuesday May 13th, 2014 Stamp & Sign	<u>SUPPLIER</u> Shanxi Solid Industrial Co.,Ltd. NAME: Lin Haiping DATE: Jun 20, 2014  Stamp & Sign
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Terms and Conditions of Purchase

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1- Terms of Payment: **15% down payment, 85% irrevocable L/C at 60 days of B/L date.**

2- Bank Charges: **All bank charges outside Purchaser Bank shall be borne by supplier.**

3- Factory Inspection and Testing: The supplier shall be responsible to perform Manufacturer's Routine Tests Inspections and provide certificates showing that the materials have been tested and comply with the requirements of this specification and the relevant standard.

4-Third Party visual and dimensional inspection by SGS : (will be prepared for prior to materials readiness by 20 days to arrange with SGS , the purchaser shall bear the cost.

5- Warranty certificate : The supplier shall provide a warranty certificate against manufacturing Defect and workman ship and confirming that goods are new, unused, and are conforming to the specifications cited in this contract, without any prejudice to any other remedy and/or rights available to the purchaser, and in case any delivered item was found non-conforming to the contract specifications or having any manufacturing defect, it is the sole responsibility of the supplier to replace those items. All replacement shall be within agreed time, free of cost CFR Aqaba, and of same quality and specifications of the ordered materials. This certificate shall be valid for (24) months from last lot shipping date.

6- Original Material for repair : Supplier shall supply enough quantity of original material used for lining and coating of pipes and fittings for minor damages at site such as Bitumen coating, cement lining and epoxy if any FREE OF ANY CHARGES .

7- Shipping Marks: Each separate Box , Package or bundles shall be clearly labeled in English and bearing the marks:

EL CONCORDE CONSTRUCTION LTD. P.O. Box 926638 Amman – 11190 – Jordan
Tel: +962-6-4610560 Fax: +962-6-4610561

Tender No. (12/2012/SW) Reuse of treated wastewater for irrigation of Jordan Valley.

8- Partial Shipment: **Allowed**

9- Trans Shipment: **Allowed**

10- Documents Marks: All documents including invoices, Bill of Lading, COO. & any other shipping documents related to this purchase order shall be issued in the Following name:

El Concorde Construction Co./WAJ
Tender No. (12/2012/SW) Reuse of treated wastewater for irrigation of Jordan Valley.

11- Related Documents: Supplier shall notify purchaser by **fax / email** within **(10)** working days from shipment date ,the full copy of Commercial Invoice, Packing List, Shipping Documents, Certificate of Origin, and any other Document required by this contract.

12- Commitment to Specifications: The supplier is responsible for the compliance of all materials as in this contract by himself, with Tests, Standards and Specifications according to the specifications, documents and final purchaser approval, where the supplier will be responsible for all the obligations of the purchaser in connection with the supplier portion of supply.

13- Shipping By: **Sea Freight**

14- Delivery Period: **45 days FOB Xingang Port - China**

15- Commercial Invoice:

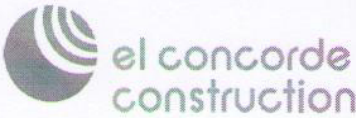
Commercial invoice in one original and three copies, embodying the following clause " we certify that this invoice is in all respects correct and true, as regards both the prices and description of the goods referred to therein, and that the country of origin or manufacturer of the goods is **(China)**

16- Certificate of Origin: Separate certificate of origin in one original and three copies, stating that goods are made in **(China)**. Issued by the Chamber of Commerce and/or Industry in the country of Origin.

17- Documents Required :

- 1- Factory test Certificate showing materials compliance . (1 original + 3 copies)**
- 2- Visual and demission Third party inspection certificate from SGS. (1 original + 3 copies)**
- 3- Commercial invoice (1 original + 3 copies)**
- 4- Certificate of Origin (1 original + 3 copies)**
- 5- Detailed packing list (1 original + 3 copies)**
- 6- Warranty Certificate (1 original + 3 copies)**

18- Insurance Documents: Insurance Policy issued in negotiable form, covering all risks, war, strikes, riots and civil commotions, covering 110% of contract total price, from warehouse to final warehouse, shall be issued by **purchaser**.

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Annex 01

Annex 01 is considered part of this purchase contract no. JO/WA.MEP/02/2014 Dated May 13th, 2014 and shall be read in conjunction with same and includes the following:

- 1- Scope of Supply
- 2- Supplier offer dated 8/05/2014 attached.
- 3- Ductile Iron short pieces drawings attached.

Scope of Supply:-

	Description	Total value USD
01	For Ductile iron pipe : The pipes standard in accordance with ISO2531, Class K9, Length=6m , T-type (push on) joint, high aluminum cement lining inside according to EN598 and outside Zinc(130g/m ³)+bitumen(70microns) painting in accordance with EN598. The pipe fittings should include all accessories such as rubber rings, bolts, nuts, washers and gaskets	135,441.74
02	Ductile iron pipe fittings: The DI pipe fittings are ISO2531 standard, class k14 for Tees and class K12 for other fittings. <u>All fittings shall be drilled to BS 4504 for the Nominal Pressure mentioned in the offer schedule attached.</u> Coating: DI pipe fittings inside High Aluminum cement mortar lining, outside with zinc primer (130 g/m ³) and bitumen painting (70 microns) according to EN598, The pipe fittings should include all accessories such as rubber rings, bolts, nuts, washers and gaskets.	40,186.05
03	Ductile pipe Short pieces: The DI pipe short pieces should be in accordance with ISO2531, K9, <u>Length to be according to attached offer schedule and drawings. All fittings shall be drilled to BS 4504 for the Nominal Pressure mentioned in the offer schedule attached.</u> Coating: DI pipe short pieces inside High Aluminum cement mortar lining, outside with zinc primer (130 g/m ³) and bitumen painting (70 microns) according to EN598. The pipe short pieces should include all accessories such as rubber rings, bolts, nuts, washers and gaskets.	38,963.97
04	Original Material for repair: Supplier shall supply enough quantity of original material used for lining and coating of pipes and fittings for minor damages at site such as Bitumen coating, cement lining and epoxy if any.	Free of charge
05	Third Party inspection by SGS as per offer No. Q-IN-TJ-5602-14217 dated June 9th 2014 (attached)	9394.60
	Total Price in USD; FOB Xian gang Port of china	223,986.36

BOTH PARTIES ACKNOWLEDGE THAT THEY HAVE CONCLUDED IN AGREEMENT THE ABOVE PURCHASE CONTRACT JOINTLY ON THE DATE SET BELOW, AND THAT IT WAS SIGNED BY BOTH PARTIES AUTHORIZED SIGNATORIES IN DUPLICATE, AND THAT THE CONTENTS OF ABOVE CONTRACT ARE BINDING TO BOTH PARTIES.

<u>PURCHASER</u> Stamp & Sign	<u>SUPPLIER</u> <i>Lin Haiping</i>  Stamp & Sign
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Q-IN-TJ-5602-14217

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QUOTATION

报价单

To 至 : SHANXI SOLID INDUSTRIAL CO., LTD
Attn. 收件人 : Ms Shi
From 发件人 : Lisa Gao/ INDIV/ Tianjin/ SGS-CSTC
Date 日期 : Jun.9. 2014

Fax 传真 / Tel. 电话 : +86 351-8390336

Fax 传真 / Tel. 电话 : +86 22 59803766/ 59803721

Quotation (your reference : To be advised		our reference : Q-IN-TJ-5602-14217)	
Dear Ms Shi, We thank you for your interest in our services. Based on information received from you, we submit herewith our respective quotation. Please note that this quotation is valid for <u>one month</u> . 多谢您的申请, 根据所收到的资料, 我司在此向您提供服务费用之报价。请注意此报价有效期为一个月。			
Product / consignment to be covered by the service of: Final Random Inspection (SGS-CSTC/ Tianjin/ IND)			
Product 产品: Ductilee Iron Pipe and FITTING		Quantity 数量: 247pieces+196piece+554piece	
Service location 检验地点: 山西高平 迁安,诸城		Expected service period 期望时间: to be advised	
Supplier/address/contact 供应商 / 地址 / 联系人: To be advised			
Manufacturer/address/contact 生产商 / 地址 / 联系人: To be advised			
L/C No/ date 合同号 / 日期: To be advised		Total value 总价值: To be advised	
Shipment date(s) 船运日期: To be advised		Number of partial shipments 船运次数: 1	
Reporting:			
SGS inspectors, laboratories and audits shall provide ☒ Inspection Report ☐ Test Report ☐ Certificate ☒ Photo Documentation ☐ Other if applicable, specify here _____ in electronic format / hard copy, within 3 working days after the final inspection is completed.			

Applicable fees and payment terms		Billing of incidental expenses	
Payment terms 付款方式: Full pre-payment by T/T		Travel/Sojourn 差旅费	☐ incl. ☐ extra
Deposit received 定金: N/A		Communication 通讯费	☐ incl. ☐ extra
Applicable VAT 增值税: N/A		Sample dispatch 样品邮递费	☐ incl. ☐ extra

The following documents necessary for the execution of your quotation 报价参考如下相关文件:			
Purchase Order / 采购订单:	N/a	Quality Requirements / 质量要求:	N/a
Letter of Credit / 信用证:	N/a	Test Samples / 测试样品:	N/a
Product Specifications / 产品规格:	N/a		
Other documents / 其他文件:	Proforma Invoice No. : SECTM-1401		

- Should any information provided change, this quotation will no longer be valid.
- If the documents issued by SGS are required for bank negotiation, the full set copy of Letter of Credit, including all its amendments and the documents referred in it, such as Proforma Invoice, P.O., Production Specifications and other documents if any, must be provided prior to quotation; or, the documents issued by SGS does not guarantee the possibility of bank negotiation.

SGS Services requested 申请服务项目

Important Note 重要说明

All orders are accepted and all reports and certificates issued subject to the General Conditions of Services (copy available upon request).
所有被接受的委托指示和所有出具的报告和证书都受“检验和检测服务通用条款”约束(该条款经索取可提供).

Quotation/contract format for commercial

The below inspection scope is according to the client requirement and standard ISO2531-1998:

1st visit to Qian an for Ductile Iron Pipe 3 man-day

- a. Visual quality check randomly, sample size: according to client requirement, 1 per per size. 7 pieces totally;
- b. Marking check randomly, sample size: same as item a;
- c. Packing check randomly, sample size: same as item a;
- d. Dimension check randomly, Including outer diameter, length, wall thickness, which is necessary and available, sample size: same as item a;
- e. Witness the thickness check of external coating (including zinc+ Bitumen) and internal lining. sample size: same as item a;
- f. Witness the zinc coating weight and hydraulic test during production and take detail photo. Sample size: 10% per quantity presented during inspection;
- g. Sampling and test at SGS lab including Chemical composition (C Si Mn S P) tension test, Hardness test and Micro structure (Graphite size according to ISO 2531-1998. sample size: according to the client requirement, 1 sample from raw material;
- h. Document review provided by the manufacture and the standard reference
- i. Quantity check by piece.

2nd visit to Gao ping for fitting 3 man-day

- j. Visual quality check randomly, sample size: according to client requirement, 1 sample per specification, 7 piece totally;
- k. Marking check randomly, sample size: same as item j;
- l. Packing check randomly, sample size: same as item j;
- m. Dimension check randomly, which is necessary and available, sample size: same as item j;
- n. Witness the thickness check of external coating (including zinc+ Bitumen) and internal lining. sample size: same as item j;
- o. Witness the zinc coating weight and hydraulic test during production and take detail photo. Sample size: 10% per quantity presented during inspection;
- p. Sampling and test at SGS lab including Chemical composition (C Si Mn S P) tension test, Hardness test and Micro structure (Graphite size according to ISO 2531-1998. sample size: according to the client requirement, 1 sample from raw material;
- q. Document review provided by the manufacture and the standard reference
- r. Quantity check by piece.

3. visit to Zhu Cheng for Flanged PIPE 3 man-day

1. Visual quality check randomly, sample size: according to client requirement, 1 sample per specification, 6 piece totally;
2. Marking check randomly, sample size: same as item 1;
3. Packing check randomly, sample size: same as item 1;
4. Dimension check randomly, which is necessary and available, sample size: same as item 1;
5. Witness the thickness check of external coating (including zinc+ Bitumen) and internal lining. sample size: same as item 1;
6. Witness the zinc coating weight and hydraulic test during production and take detail photo. Sample size: 10% per quantity presented during inspection;
7. Sampling and test at SGS lab including Chemical composition (C Si Mn S P) tension test, Hardness test and Micro structure (Graphite size according to ISO 2531-1998 sample size: according to the client requirement, 1 sample from raw material;
8. Document review provided by the manufacture and the standard reference
9. Quantity check for Rubber rings and other goods.

4 visit at TianJin port for loading 4 man-day

- 1 Visual quality check randomly,
- 2 Marking check randomly, sample size: same as item a;
- 3 Packing check randomly, sample size: same as item a;
- 4 Quantity check by piece or package.
- 5 Loading supervision into 14*40" container.

Important Note 重要说明

All orders are accepted and all reports and certificates issued subject to the General Conditions of Services (copy available upon request).
所有被接受的委托指示和所有出具的报告和证书都受“检验和检测服务通用条款”约束(该条款经索取可提供).

Services Fees 服务费用 RMB or USD

Inspection fee: RMB3200(working day) x 13man-day =RMB41600

Traveling to Gao ping: RMB2500(air+bus) x 1visit =RMB2500

Traveling to Qian An: RMB800 x 1visit =RMB800

Traveling to Zhu Cheng: RMB800 x 1visit =RMB800

Traveling to TianJin: RMB400 x 4visit =RMB1600

Hotel fee: RMB400 x6=RMB2400

Test fee: (RMB500+RMB300+ RMB150+RMB800)x3Sample=RMB5250

Vat Fee:RMB549500 x6%=RMB3297

All in Price: RMB 58247(9394.6USD)

Remark: The quotation above is just estimated, we will charge to you according to the actual time after the inspection

Remark: Our all-in price including manday (8 hours) rate, the cost of traveling, lab test fee and 1pc of original certificate. As per the information received from client, we calculated 13manday (working time and traveling time) and one inspector for a/m inspection. As we defend ourselves from supplier being out of SGS-CSTC control, we will charge additional mandays with RMB 3200.00 (USD 460.00) - per manday (8 hours working and traveling time) for general working days, RMB 600.00 (USD 85.00) per hour for over time exceeded 8 hours, RMB 4800.00 (USD 695.00) per manday (8 hours) in weekend, RMB 9600.00 (USD 1385.00) per manday during holiday and relevant cost at cost. We will inform you accordingly.

✓ **Note: Exchange basis for all prices in this quotation: 1USD=6.2CNY, in accordance with the exchange rate policy of SGS Central Finance Department. RMB value prefers and is valid reference.**

Billing instructions

人民币付款:

帐户名称: 通标标准技术服务(天津)有限公司

银行帐号: 0302016509300054947

银行名称: 工商银行天津黄海路支行

汇入地点: 天津市

货币种类: 人民币

For USD payment:

Beneficiary's Bank: Citibank (China) Co., Ltd. Tianjin Branch
SWIFT CODE: CITICNSXTJN

Beneficiary's Bank's address: R1801, The Exchange Tower
No.1, 189, Nanjing Road, Heping
District, Tianjin 300051, P. R.
China

Beneficiary's A/C No.: 1736195018

Beneficiary's A/C Name: SGS-CSTC Standards Technical
Services (Tianjin) Co., Ltd

- **Important Note:** -When the quality items specified in L/C and PO are checked through document review, the inspection report should be confirmed by the buyer/applicant of L/C, before the inspection report / certificate required in L/C, PO is released. -The inspection, excluding lab testing items, will be carried out with the equipment / facilities arranged available by the supplier / seller, unless otherwise specified / requested by the inspection applicant, which will be reflected in the inspection report.

Confidential / 保密条款:

All documents and relevant information about this service request shall be regarded as Confidential Information and can not be disclosed to any party other than buyer/applicant or used for any other purpose except authorized by service applicant.

与此服务申请相关所有文件和信息被视作商业机密, 未获服务申请人授权, 不得向买家/申请人以外任何一方泄露。

SGS-CSTC Standard Technical Services Co., Ltd.

Signature: _____ Lisa Gao _____

Name : Industrial Services/ Lisa Gao _____

SERVICE ORDER 服务订单

We confirm acceptance of the above quotation and include the above requested documents / sample(s) :

我方接受贵司以上报价, 并提供以下文件/样品供贵司参考。

Company/ 公司名称: _____

Signature/ 签名: _____

Name/ 姓名: _____

Date/ 签署日期: _____

Note: This quotation is regarded as service contract valid to be executed once the applicant confirms by signing and returning to SGS.

Important Note 重要说明

All orders are accepted and all reports and certificates issued subject to the General Conditions of Services (copy available upon request).
所有被接受的委托指示和所有出具的报告和证书都受“检验和检测服务通用条款”约束(该条款经索取可提供)。

Annex. General Condition of Services by SGS

GENERAL CONDITIONS OF SERVICE

1. General

(a) Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all offers or services and all resulting contractual relationship(s) between any of the affiliated companies of SGS SA or any of their agents (each a "Company") and Client (the "Contractual Relationship(s)") shall be governed by these general conditions of service (hereinafter the "General Conditions").

(b) The Company may perform services for persons or entities (private, public or governmental) issuing instructions (hereinafter, the "Client").

(c) Unless the Company receives prior written instructions to the contrary from Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the "Reports of Findings"). Client hereby irrevocably authorises the Company to deliver Reports of Findings to a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice.

2. Provision of Services

(a) The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:

- (1) the terms of any standard order form or standard specification sheet of the Company; and/or
- (2) any relevant trade custom, usage or practice; and/or
- (3) such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.

(b) Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.

(c) Reports of Findings issued further to the testing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.

(d) Should Client request that the Company witness any third party intervention, Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention. Client agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third party personnel or the analysis results.

(e) Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances

which are outside the specific instructions received or alternative parameters applied.

(f) The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorises Company to disclose all information necessary for such performance to the agent or subcontractor.

(g) Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.

(h) Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.

(i) All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall incur a storage charge payable by Client. Client will be billed a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred.

3. Obligations of Client

The Client will:

(a) ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed;

(b) procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;

(c) Supply, if required, any special equipment and personnel necessary for the performance of the services;

(d) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;

(e) inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;

(f) Fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

4. Fees and Payment

(a) Fees not established between the Company and Client at the time the order is placed or a contract is negotiated shall

be at the Company's standard rates (which are subject to change) and all applicable taxes shall be payable by Client.

directly or indirectly from any event outside the Company's control including failure by Client to comply

Important Note 重要说明

All orders are accepted and all reports and certificates issued subject to the General Conditions of Services (copy available upon request). 所有被接受的委托指示和所有出具的报告和证书都受“检验和检测服务通用条款”约束(该条款经索取可提供).

(b) Unless a shorter period is established in the invoice, Client will promptly pay not later than 30 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date") all fees due to the Company failing which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received.

(c) Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter claim or set off which it may allege against the Company.

(d) Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.

(e) Client shall pay all of the Company's collection costs, including attorney's fees and related costs.

(f) In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall endeavour to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.

(g) If the Company is unable to perform all or part of the services for any cause whatsoever outside the Company's control including failure by Client to comply with any of its obligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of:

- (1) the amount of all non-refundable expenses incurred by the Company; and
- (2) a proportion of the agreed fee equal to the proportion of the services actually carried out.

5. Suspension or Termination of Services

The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

(a) failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Client; or

(b) any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.

6. Liability and Indemnification

(a) Limitation of Liability:

(1) The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.

(2) Reports of Findings are issued on the basis of information, documents and/or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for acting as it sees fit on the basis of such Reports of Findings. Neither the Company nor any of its officers, employees, agents or subcontractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.

(3) The Company shall not be liable for any delayed, partial or total non-performance of the services arising

with any of its obligations hereunder.

(4) The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or US\$20,000 (or its equivalent in local currency), whichever is the lesser.

(5) The Company shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expenses arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Client.

(6) In the event of any claim, Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:

(i) the date of performance by the Company of the service which gives rise to the claim; or

(ii) the date when the service should have been completed in the event of any alleged nonperformance.

(b) **Indemnification:** Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of any services.

7. Miscellaneous

(a) If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) During the course of providing the services and for a period of one year thereafter Client shall not directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company.

(c) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorisation.

8. Governing Law, Jurisdiction and Dispute Resolution

Unless specifically agreed otherwise, all disputes arising out or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of Switzerland exclusive of any rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The arbitration shall take place in Paris (France) and be conducted in the English language.

Important Note 重要说明

All orders are accepted and all reports and certificates issued subject to the General Conditions of Services (copy available upon request).
所有被接受的委托指示和所有出具的报告和证书都受“检验和检测服务通用条款”约束(该条款经索取可提供)。